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Astadia Consulting, LLC  
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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION  
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12 SALESFORCE.COM, INC., a Delaware  
corporation,

13 Plaintiff,

14 vs.

15 THE COMPUTER MERCHANT, LTD., a  
16 Massachusetts corporation,

17 Defendant.

18 THE COMPUTER MERCHANT, LTD., a  
19 Massachusetts corporation,

20 Counter-Claimant,

21 vs.

22 SALESFORCE.COM, INC., a Delaware  
23 corporation; ASTADIA CONSULTING,  
24 LLC, a limited liability company, state of  
organization unknown, and DOES 1  
25 THROUGH 10,

26 Counter-Defendants

Case No. 07-CV-03556-WHA

COUNTERCLAIM OF ASTADIA  
CONSULTING, LLC AGAINST THE  
COMPUTER MERCHANT, LTD.

Counter-Defendant and Counterclaimant Astadia Consulting, LLC  
("Astadia") alleges as follows:

**JURISDICTION AND VENUE**

1. These are compulsory counterclaims Astadia brings as against The Computer Merchant, Ltd. ("TCM"). The Court has jurisdiction over the original action pursuant to 28 U.S.C. §1332. Venue is appropriate in this District pursuant to a forum selection clause contained in the agreement between TCM and Salesforce.com ("SFDC"), which gave rise to the original action.

**FACTUAL ALLEGATIONS**

2. Astadia's predecessor, GrowthCircle LLC, and TCM entered into a "Professional Services Agreement" ("PSA"), a copy of which is attached to the counterclaim of TCM against Astadia as Exhibit B.

3. Astadia is the legal successor of GrowthCircle and is entitled to bring these counterclaims to recover for the amounts owed by TCM.

4. Pursuant to the PSA, Astadia provided professional services for which it invoiced TCM in the amount of \$184,318.06, which has not been paid by TCM.

**FIRST CLAIM FOR RELIEF**

**(Breach of Contract)**

5. Astadia incorporates by this reference paragraphs 1 through 4 inclusive.

6. Astadia performed all conditions, obligations, and covenants required of it under the PSA.

7. Despite Astadia's demands therefor, TCM has failed and refused and continues to fail and refuse to pay the amounts owed it under the terms of the PSA. Such refusal to pay constitutes an actual and anticipatory breach of the PSA.

1           8.     As proximate result of TCM's breach, Astadia has incurred damages  
2     of \$184,381.06, plus interest on such amount at the legal rate.

3                                   **SECOND CLAIM FOR RELIEF**

4                                   **(Account Stated)**

5           9.     Astadia incorporates by this reference paragraphs 1 through 8  
6     inclusive.

7           10.    Within the last four years, TCM became indebted to Astadia because  
8     an account was stated in writing between TCM and Astadia in which it was agreed  
9     that TCM was indebted to Astadia in the amount of \$184,318.06.

10          11.    Neither the whole or part of the above sum had been paid, although a  
11     demand therefore has been made, and there is now due, owing and unpaid the sum  
12     of \$184,318.06, plus interest thereon.

13                                   **THIRD CLAIM FOR RELIEF**

14                                   **(Book Account)**

15          12.    Astadia incorporates by this reference paragraphs 1 through 8  
16     inclusive.

17          10.    Within the last four years, TCM became indebted to Astadia on an  
18     open book account in the amount of \$184,318.06.

19          11.    Neither the whole or part of the above sum had been paid, although a  
20     demand therefore has been made, and there is now due, owing and unpaid the sum  
21     of \$184,318.06, plus interest thereon.

22          WHEREFORE, Astadia prays for judgment as follows:

- 23          1.     For damages in the amount of \$184,318.06;  
24          2.     For interest at the legal rate on all unpaid amounts from the time  
25     payment was due until the date of the judgment;  
26          3.     For costs of suit; and

1           4.       For such other and further relief as the Court deems just and proper.

2   Dated: September 25, 2007           McGRANE GREENFIELD LLP

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By: /s/ Christopher D. Sullivan

CHRISTOPHER D. SULLIVAN

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Attorneys for Counter-Defendant

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Astadia Consulting LLC

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